



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 20, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE THE ACQUISITION OF VACANT LAND IN THE CARSON/GARDENA AREA FOR THE
CARSON/GARDENA LAND ACQUISITION AND PARKING LOT PROJECT AND ORDER THE
PUBLICATION OF NOTICE OF INTENTION
ESTABLISH CAPITAL PROJECT AND APPROVE PROJECT BUDGET
APPROVE SALE AND PURCHASE AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY BY THE COUNTY OF LOS ANGELES
CAPITAL PROJECT NO. 69699
(SECOND DISTRICT)
(3 VOTES)**

SUBJECT

The recommended actions will approve the acquisition of vacant land, order the publication of a notice of intention; establish the capital project and approve the project budget; approve the Sale and Purchase Agreement for acquisition of real property by the County of Los Angeles from Daniel J. Santa Cruz and Shirley Santa Cruz; and authorize related planning, feasibility, and design studies for the proposed development of a parking lot adjacent to the Carson/Gardena Animal Care Center.

IT IS RECOMMENDED THAT THE BOARD:

1. Consider the Negative Declaration for the acquisition of vacant land in the Carson/Gardena area, for which no comments were received during the public review period and find on the basis of the whole record before the Board that the acquisition of property for the proposed development of a parking lot will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment and analysis of the Board, and adopt the Negative Declaration.
2. Find that the purchase of the property and the proposed Project will have no adverse impact on

wildlife resources, and authorize the Chief Executive Office to complete and file the appropriate determination forms for this proposed Project.

3. Establish the Carson/Gardena Land Acquisition and Parking Lot Project, Capital Project No. 69699, and approve the total Project budget of \$300,000 for the purchase of the property and development of a new approximately 12,962 square-foot parking lot.
 4. Find that planning, feasibility, and design studies on the property are exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the proposed Project.
 5. Approve the Notice of Intention to acquire a 12,962 square-foot parcel of unimproved real property from Daniel J. Santa Cruz and Shirley Santa Cruz located at 18318 South Broadway Street in Carson for the purchase price of \$210,000 for the proposed Carson/Gardena Land Acquisition and Parking Lot Project.
 6. Instruct the Executive Officer of the Board of Supervisors to publish the Notice of Intention in accordance with Government Code Section 6063.
 7. Find that the property described in the Notice of Intention is needed for a public purpose and set the date for a Public Hearing to receive comments and consummate the proposed transaction.
- IT IS FURTHER RECOMMENDED THAT, AT THE TIME OF CONSUMMATION, THE BOARD:
8. Order the purchase consummated in accordance with Government Code Section 25350. Approve and instruct the Chair of the Board to sign the Sale and Purchase Agreement for the Purchase of Real Property with the sellers, Daniel J. Santa Cruz and Shirley Santa Cruz, to acquire the subject property.
 9. Authorize the Chief Executive Office to open and manage escrow, execute all necessary documents for the acquisition of the property, and to complete and transfer the title to the County of Los Angeles.
 10. Authorize the Auditor-Controller to issue a warrant to cover the purchase price of \$210,000 for the real property and any other required transactional costs or escrow fees, which are estimated not to exceed \$5,000.
 11. Request the Assessor to remove the property from the tax roll effective upon transfer of title.
 12. Authorize the Department of Public Works, or her designee, to use in-house staff and/or execute a Consultant Services Agreement(s) with an as-needed consulting firm to perform planning, feasibility, and design studies for the development of the proposed Project.
 13. Authorize the Chief Executive Officer to take other actions consistent with implementation of these approvals.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow the County of Los Angeles (County) to acquire approximately 12,962 square feet of vacant and unimproved land for the development of a proposed parking lot adjacent to the Carson/Gardena Animal Care Center (Facility) in order to improve public parking at the Facility.

Background

The County Department of Animal Care and Control (Animal Care) operates a County-owned animal shelter in the City of Carson and has provided services to the City of Carson and surrounding communities for many years. The Facility consists of buildings totaling 69,369 square feet with 30 parking spaces. Due to the increase in animal populations throughout the County, services provided at the Facility have grown to the point that the Facility is in need of additional parking.

To alleviate the parking issue, a suitable property has been identified for possible purchase and construction of a new parking lot. The proposed site is located adjacent to the Facility at 18318 South Broadway Street (Property) and is approximately 12,962 square feet. Currently, the Property is vacant land with no buildings or other site improvements, which allows for the construction of a surface parking lot. The cost of the construction of the parking lot will be evaluated as part of the planning, feasibility, and design studies.

The primary use of the proposed parking lot is for service/maintenance vehicles, employee parking, and for overflow parking during special events. By relocating employee and volunteer parking to the proposed parking lot, the parking spaces in front of the Facility will be available for the public.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan of Operational Effectiveness (Goal 1), by acquiring ownership of property to meet the public's need for animal control services.

FISCAL IMPACT/FINANCING

The total purchase and site analysis cost is estimated at \$300,000, of which \$215,000 is for the purchase of the Property, and \$85,000 is allocated for planning, feasibility, and design studies, which include, but are not limited to geotechnical site investigations, storm water and utility evaluations, soil remediation, and design services.

These proposed costs are funded by prior-year one-time carryover funds from the Department's Operating Budget.

Upon completion of the planning, feasibility, and design studies, the Chief Executive Office (CEO) will return to the Board to recommend approval of the final Project scope, and any revisions to the Project budget.

There is sufficient funding within Animal Care's budget to support the associated operations and maintenance costs of the Property to be acquired, prior to the construction of the Property. Animal Care will work with the CEO to determine the appropriate level of associated maintenance and operational costs and will request funding as required for the final Project scope.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The acquisition of the Property by the County is authorized by Section 25353 of the California Government Code, which allows the County to purchase and improve real property necessary for use of the County for any county buildings.

As required by Government Code Section 65402, notification of the proposed transfer was submitted to the County's Department of Regional Planning and the City of Carson's Planning Department, which has jurisdiction for determining conformance with the adopted general plan. No objection to this acquisition was received within the 40 days after the notification was provided. Notice was also given to the appropriate public agencies of the proposed acquisition as required by Government Code Section 54222.

Pursuant to Government Code Section 25350, a Notice of Intention to Purchase Real Property (Attachment B) will be published in accordance with Government Code Section 6063 for the intended action to purchase real property, and a Public Hearing will be held for the Board to receive comments prior to consummating the acquisition.

County Counsel has reviewed the Sale and Purchase Agreement for the Purchase of Real Property (Agreement) related to the proposed acquisition and has approved it as to form (Attachment A).

The CEO will handle the acceptance of the deed prior to recordation. Section 2.08.168 of the County Code allows the CEO to accept and consent to the recordation of any deed conveying an interest upon real property to the County. The CEO Real Estate Division will handle the acceptance of the Grant Deed by the Director of Real Estate, who is authorized to accept the deed on behalf of the CEO pursuant to Section 2.08.167 of the County Code.

Planning, feasibility, and design studies will be completed by the Department of Public Works' (Public Works) in-house staff or as-needed consultants, under authority delegated to the Director of Public Works, or her designee. Upon completion of the planning, feasibility, and design studies, the CEO will return to the Board to recommend approval of the final project scope, appropriate California Environmental Quality Act (CEQA) documentation, any appropriations to the Project budget, and seek approval for the implementation and delivery of the proposed Project.

ENVIRONMENTAL DOCUMENTATION

The CEO has made an initial study of environmental factors that showed there is no substantial evidence that the Project may have a significant effect on the environment. Accordingly, a Negative Declaration has been prepared and a notice was distributed and posted as required by CEQA. Additionally, a copy of the Initial Study and Negative Declaration was submitted to the California Department of Fish and Wildlife which determined that the acquisition has no effect on fish, wildlife or their habitat, and that the acquisition does not require payment of a CEQA filing fee. Copies of the completed Initial Study and the resulting Negative Declaration are attached. No comments were received during the public review period.

The work under the planning, feasibility, and design tasks proposed are exempt under CEQA. The work would consist of planning and feasibility studies for possible future actions, which the Board has not approved, adopted, or funded and is, therefore, statutorily exempt under Section 15262 of the State CEQA Guidelines. The geotechnical site investigations, storm water and utility evaluations, and design studies are also categorically exempt under Section 15306 of the State CEQA Guidelines.

and Class 6 of the County's Environmental Document reporting Procedures and Guidelines, Appendix G as they include basic data collection, research and resource evaluation activities, which will not result in serious or major disturbance to an environmental resource as part of a study. In addition, the Project is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the records of the proposed Project.

Upon your Board's approval of the acquisition and planning, feasibility, and design studies, the CEO will file the Notice of Determination for the Negative Declaration and a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

In addition, upon completion of the planning, feasibility, and design studies, the CEO will return to the Board to recommend approval of the final Project scope and any appropriate CEQA documentation to implement the proposed Project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The Facility will remain operational during the acquisition and the site analysis on the Property.

CONCLUSION

Please return the submitted original signed Agreement and forward one adopted copy of this Board letter to the Chief Executive Office, Facilities and Asset Management Division; Animal Care and Control; and the Department of Public Works, Project Management Division I.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a stylized flourish and a horizontal line.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SHK:DJT
DKM:CF:zu

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Animal Care and Control
Public Works

ATTACHMENT A

**APPROVE THE ACQUISITION OF VACANT LAND IN THE CARSON/GARDENA AREA
FOR THE CARSON/GARDENA LAND ACQUISITION AND PARKING LOT PROJECT
AND ORDER PUBLICATION OF NOTICE OF INTENTION
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FOR THE PURCHASE OF REAL PROPERTY BY THE COUNTY OF LOS ANGELES
CAPITAL PROJECT NO. 69699**

**SALE AND PURCHASE AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY
BY THE COUNTY OF LOS ANGELES
(SEE ATTACHMENT)**

**SALE AND PURCHASE AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY BY THE
COUNTY OF LOS ANGELES
18318 S. BROADWAY STREET, CARSON**

This Sale and Purchase Agreement ("Agreement") is made and entered into this ____ day of _____, 2013, by and between Daniel J. Santa Cruz and Shirley Santa Cruz, (hereinafter "Seller"), and the County of Los Angeles, a body corporate and politic (hereinafter "County").

RECITALS:

- A. Seller is the owner of that certain real property consisting of approximately 12,962 square feet located at 18318 S. Broadway Street, Carson, Los Angeles County, State of California, designated as Assessor Parcel Number 7339-012-005, incorporated herein by this reference (the "Seller's Property").
- B. The County desires to acquire Seller's Property, together with all easements and interests appurtenant thereto, and all intangible property owned or held in connection therewith, including without limitation, development rights, governmental approvals and land entitlements; as legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- C. Seller desires to sell the Property and convey it to County, and subject to compliance with the California Environmental Quality Act and its associated regulations ("CEQA"), County desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Sale and Purchase Agreement.

1.1 No Further Encumbrance of Property. The Seller hereby agrees that it shall not encumber the Property with any leasehold interest, tenancy or occupancy, and further agrees not to amend, extend, renew, or permit the holdover of any existing leasehold interests, tenancies or occupancies of the Property or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title, following County's execution of this Agreement. As of the signing of the Agreement, the Seller shall ensure that the Property is unencumbered by any leasehold interest, tenancy or occupancy, and shall maintain the Property in that condition to and until the Closing as defined in Section 3.7 below, whichever occurs first.

1.2 Right of Entry. Seller hereby also grants to the County, its agents and employees the right to enter upon the Property for the purpose of conducting

engineering surveys, soil tests, entitlement processes, including, but not limited to those reports/studies required to satisfy compliance with CEQA and any other studies/reports to determine the Property's suitability for the intended or contemplated use by County and for any other reasonable purpose.

1.3 Purchase Price. The purchase price ("Purchase Price") for the Property shall be Two Hundred Ten Thousand and 00/100 DOLLARS (\$210,000.00)

1.4 Contingencies. County's purchase of the Property is subject to the following conditions:

1.7.1 Compliance with all applicable CEQA requirements.

1.7.2 Approval of this Agreement by the Board of Supervisors;

1.7.3 The Board of Supervisors adopting a Resolution of Notice of Intention to Purchase the Property; and

1.7.4 The Board of Supervisors approving the purchase of the Property.

1.5 Voluntary Termination. County may terminate this Agreement, by written notice to Seller, if it determines, in its sole discretion, that the Property is not suitable for the County's intended or contemplated use or it is unable to meet all legal requirements and obtain all necessary government approvals. Upon such notice, this Agreement shall terminate and all rights of County in said Property shall then and there cease.

2. Condition of Property.

2.1 "As Is" Purchase. The County acknowledges that the Property is being purchased, "as is" solely in reliance on County's own investigation of the property and the improvements thereon and that no representations or warranties of any kind whatsoever, expressed or implied, have been made with respect to the Property by the Seller.

3. Transfer of Property Interest.

3.1 Escrow. Within 10 business days following County's execution of this Agreement, the parties shall open an escrow ("Escrow") with Chicago Title Company, 700 South Flower Street, Suite 800, Los Angeles, CA 90017 ("Escrow Holder"), and this Agreement shall constitute the basic escrow instructions for the purpose of consummating the transaction contemplated by this Agreement. Escrow Holder is authorized to:

3.1.1 (i) pay, and charge Seller, for any delinquent taxes, penalties and interest thereon, and for any delinquent or nondelinquent assessments or

bonds against the Property, except those which title is to be taken subject to and in accordance with the terms of this Agreement; (ii) pay, and charge Seller, for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement; including documentary transfer tax (if necessary); (iii) pay and charge the County for title insurance and escrow fees; (iv) prorate all real property taxes which are a lien and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Seller's portion from its proceeds. The tax amount withheld will be made payable to the County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by the Seller shall not be prorated, but the Seller shall have the sole right after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7; and (v) when conditions of Escrow have been fulfilled by the Seller and County, (a) record documents of conveyance; (b) disburse the Purchase Price to Seller, less its prorations and expenses; (c) deliver copies of the Escrow closing statements to both parties; and (d) deliver any items or documents given to Escrow Holder to hold for both parties.

3.2 Execution of Additional Escrow Documents. The parties shall execute and deliver to Escrow Holder, within two (2) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.

3.3 Form of Grant Deed. Fee simple absolute title to the Property shall be conveyed by Seller to County by a grant deed substantially similar to the form attached hereto as Exhibit "B", subject to only matters approved in writing by County pursuant to Section 3.4 of this Agreement.

3.4 Condition of Title to Transfer Property. The Seller shall cause the conveyance of good and marketable fee simple absolute title to the Property to the County, as evidenced by a C. L. T. A. Standard Coverage Form Policy of Title Insurance ("Title Policy"), issued by Chicago Title Company, 700 South Flower Street, Suite 800, Los Angeles, CA 90017, in an amount equal to the value of the Purchase Price. The Title Policy shall show as exceptions only matters approved in writing by the County. The warranties of title are intended to survive the Closing. Prior to the Closing, the Seller shall use reasonable efforts to remove from title any items disapproved by the County. If the item cannot be removed, said item may be eliminated by any feasible method that is acceptable to the County. Notwithstanding the foregoing, upon Closing, the County shall assume responsibility for disposition of any hazardous materials present on the Property as

required by applicable Environmental Laws. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Property. If the County does not approve a method of removing any disapproved exceptions for any reason, the County, as its sole and exclusive remedy, may (i) waive this condition and proceed with this transaction, or (ii) terminate this Agreement and neither party shall have any further liability to the other.

3.5 County's Conditions to Closing. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Seller's delivery of the grant deed to Escrow Holder; (ii) Seller's representations, warranties and covenants being true and correct as of Closing; and (iii) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, County shall allow Seller an opportunity to cure by any reasonable method; if the Seller fails to cure, County may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If County does not object to Seller's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

3.6 Seller's Conditions to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) the Board of Supervisors adopting a Resolution of Notice of Intention to Purchase the Property; (ii) the Board of Supervisors approving the purchase of the Property; (iii) County's deposit of the Purchase Price into Escrow no later than thirty (30) business days after approval of the purchase by the Board of Supervisors; and (iv) County's representations, warranties and covenants being true and correct as of the Closing. Upon non-satisfaction of any one of the above conditions, Seller shall allow County a reasonable opportunity to cure by any reasonable method; if County fails to cure, Seller may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Seller does not object to County's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

3.7 Closing. For purposes of this Agreement, the "Closing" shall be defined as the recordation of the grant deed in the Official Records. The parties agree to use their best efforts to effect the Closing no later than sixty (60) days following the County's execution of this Agreement. The parties may agree in writing to extend the Closing beyond that date, if such an extension appears to either party to be necessary.

4. Possession.

4.1 County's Possession. County shall be entitled to possession of the

Property as of the Closing.

4.1.1 Seller agrees to deliver the Property in a vacant condition, without any tenancy rights encumbering it, upon the Closing.

4.1.2 Seller agrees to terminate all property management agreements, listing agreements and maintenance agreements relating to the Property prior to Closing.

5. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County: County of Los Angeles, Chief Executive Office
Real Estate Division, Property Management Section
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Chris Montana,
Acting Director of Real Estate Division

To Seller: Daniel J. Santa Cruz and Shirley Santa Cruz
9238 Paramount Blvd.
Downey, CA 90240

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

6. Brokers. The Seller represents and warrants to County that no Brokers have been engaged by it in connection with the transaction contemplated by this Agreement. The County represents and warrants to the Seller that no other broker or finder has been engaged by it other than, the County's Chief Executive Office, acting as the agent for the County.

7. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the transaction contemplated herein, each of the parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other and the truth and accuracy of which shall constitute a condition precedent to each parties' obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

7.1 Power. Each party has the legal power, right and authority to enter into

this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

7.2 Requisite Action. All requisite action has been taken by each party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for each party to consummate the transactions contemplated by this Agreement.

7.3 Individual Authority. The individuals on behalf of each party executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.

7.4 Validity. This Agreement and all documents required hereby to be executed by each party are and shall be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

8. Indemnification.

8.1 Seller shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising from the negligence or willful misconduct of its officers, employees or agents relating to the performance of its obligations under the terms of this Agreement.

8.2 The indemnity provided by this section shall survive the Closing.

9. General Provisions.

9.1 Delegation of Authority. The County hereby delegates to the County's Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

9.2 Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the grant deed conveying the Property.

9.3 Entire Agreement. This Agreement contains the entire agreement between

the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Seller and County.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

9.5 California Law. This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the laws thereof.

9.6 Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

9.7 Captions. The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement or in any way affect this Agreement.

9.8 Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

9.9 Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement; provided that the remaining Agreement can be reasonably and equitably enforced.

9.10 Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

9.11 No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

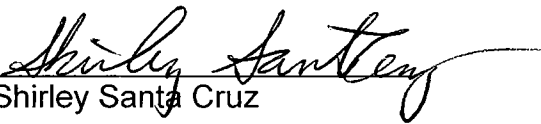
9.12 Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of,

this Agreement, and all related documents.

IN WITNESS WHEREOF, Seller has executed this Agreement or caused it to be duly executed and this Agreement has been executed on behalf of the County by the Chair of the Los Angeles County Board of Supervisors the day, month, and year first above written.

DANIEL J. SANTA CRUZ AND SHIRLEY SANTA CRUZ

By: 
Daniel J. Santa Cruz

By: 
Shirley Santa Cruz

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisors

By: _____
Deputy

COUNTY OF LOS ANGELES
A body corporate and politic

By: _____
Chair, Board of Supervisors
Los Angeles County

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

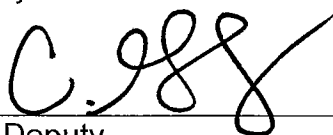
By: 
Deputy

EXHIBIT LIST

Exhibit "A" Property Legal Description

Exhibit "B" Grant Deed Form

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

APN: 7339-012-005

That portion of Lot 123 of Tract No. 4671, as per map recorded in Book 56 Pages 30 and 31 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the easterly line of said lot distant southerly thereon 212.72 feet from the most northerly corner of said lot, thence southerly along said easterly line 92.72 feet, thence westerly parallel with the southerly line of said lot, a distance of 188.32 feet to the easterly line of Broadway, 100 feet wide, thence Northerly along said easterly line of Broadway 42.47 feet, thence easterly in a direct line to the point of beginning.

EXHIBIT "B"
GRANT DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana,
Acting Director of Real Estate Division

Space above this line for Recorders use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX.
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

APN: 7339-012-005

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Daniel J. Santa Cruz and Shirley Santa Cruz, husband and wife, as joint tenants, (hereinafter called "Grantor") do hereby grant to the County of Los Angeles, a body corporate and politic, (hereinafter called "County"), all of the Grantor's rights, title and interests to that certain real property in the City of Carson in the County of Los Angeles, State of California, legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. All taxes, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.

Dated _____

DANIEL J. SANTA CRUZ AND
SHIRLEY SANTA CRUZ

By: _____
Daniel J. Santa Cruz

By: _____
Shirley Santa Cruz

ATTACHMENT B

**APPROVE THE ACQUISITION OF VACANT LAND IN THE CARSON/GARDENA AREA
FOR THE CARSON/GARDENA LAND ACQUISITION AND PARKING LOT PROJECT
AND ORDER PUBLICATION OF NOTICE OF INTENTION
ESTABLISH CAPITAL PROJECT AND APPROVE PROJECT BUDGET
APPROVE SALE AND PURCHASE AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY BY THE COUNTY OF LOS ANGELES
CAPITAL PROJECT NO. 69699**

**NOTICE OF INTENTION TO PURCHASE REAL PROPERTY
(SEE ATTACHMENT)**

**NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to purchase approximately 12,962 square feet of undeveloped land (the "Real Property") located at 18318 S. Broadway Street, in the City of Carson, County of Los Angeles, State of California for the sum of Two Hundred and Ten Thousand (\$210,000) from Daniel J. Santa Cruz and Shirley Santa Cruz (the "Seller"). It is the intent of the County to develop the Real Property with a new approximately 12,962 square feet parking lot to provide improved animal care and control services for the City of Carson and surrounding areas. Due to space limitations in this notice, a complete legal description of the property being acquired by the County is available at the Chief Executive Office Real Estate Division at 222 S. Hill Street, 3rd Floor, Los Angeles, California, 90012.

NOTICE IS HEREBY GIVEN that the purchase of the Real Property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the _____ day of _____, 2014, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the Real Property described herein until the Board of Supervisors approves the purchase on the named consummation date.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____

Deputy

ATTACHMENT C

**APPROVE THE ACQUISITION OF VACANT LAND IN THE CARSON/GARDENA AREA
FOR THE CARSON/GARDENA LAND ACQUISITION AND PARKING LOT PROJECT
AND ORDER PUBLICATION OF NOTICE OF INTENTION
ESTABLISH CAPITAL PROJECT AND APPROVE PROJECT BUDGET
APPROVE SALE AND PURCHASE AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY BY THE COUNTY OF LOS ANGELES
CAPITAL PROJECT NO. 69699**

**ENVIRONMENTAL DOCUMENTATION
(SEE ATTACHMENT)**



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

NOTICE OF INTENT TO ADOPT NEGATIVE DECLARATION FOR THE ACQUISITION OF VACANT LAND IN THE CITY OF CARSON

DATE: March 19, 2014

PROJECT LOCATION: The acquisition parcel is located at 18318 Broadway Street, Carson, California 90248, in the Fourth Supervisorial District approximately 15.2 miles south of the Los Angeles Civic Center and 1.6 miles east of the 110 freeway, as depicted in the attached map.

PROJECT TITLE: Acquisition of Vacant Land

PROJECT DESCRIPTION: The proposed project is for the County of Los Angeles to acquire a parcel of vacant land totaling approximately 12,962 square feet located at 18318 Broadway Street, Carson, California 90248.

The Initial Study/Negative Declaration (ND) examines potential impacts of the proposed project on the environment. The ND will be available for public review on March 19, 2014, at the following locations:

- Chief Executive Office Real Estate Division, 222 S. Hill St., 3rd Floor, Los Angeles, CA, 90012. *Office hours are Monday – Friday, 7:00 a.m. – 6:00 p.m. Please contact Roger Hernandez at 213-974-4208 to set up an appointment.*
- Carson/Gardena Animal Care Center, 216 W. Victoria St. Carson, CA 90248

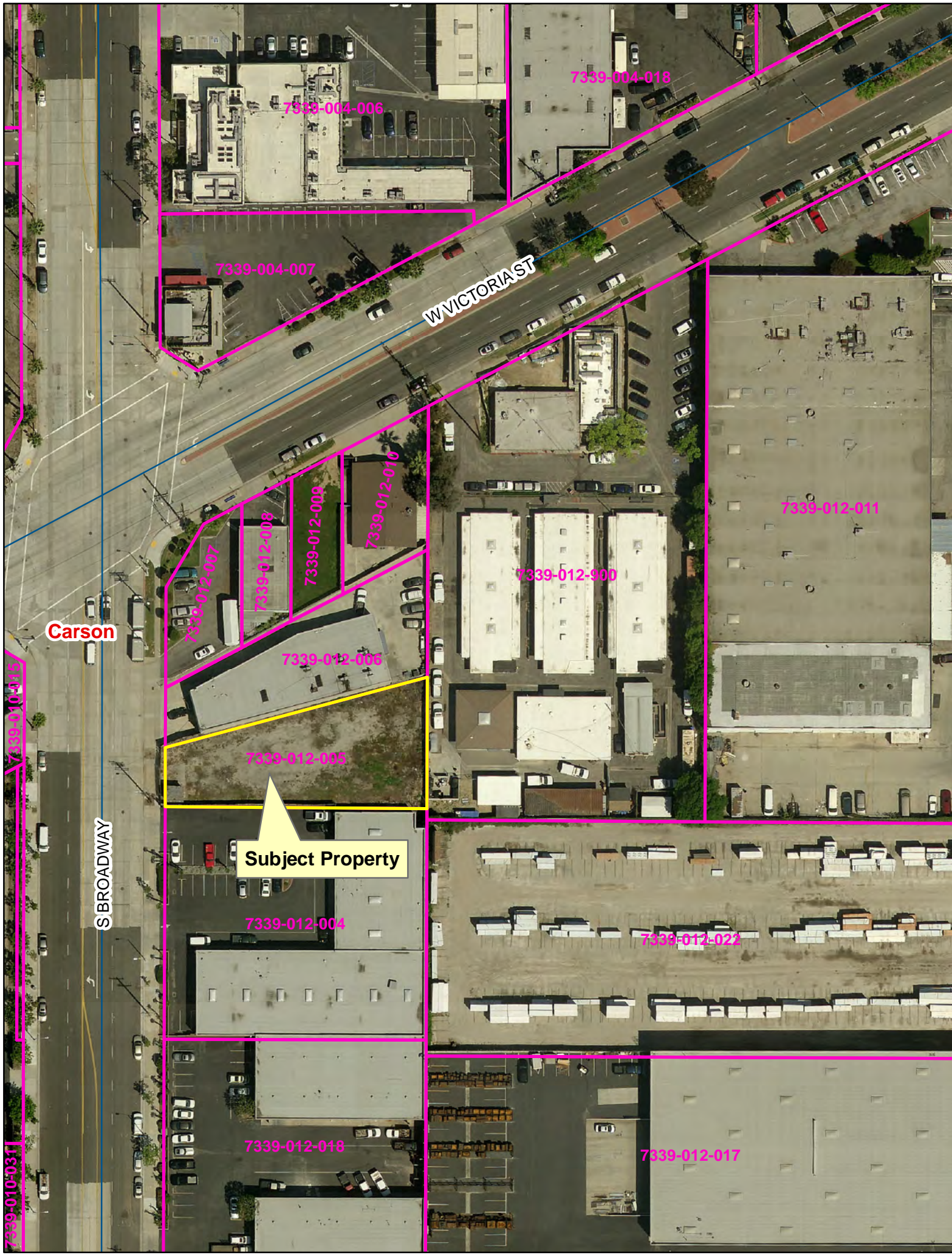
PUBLIC COMMENT PERIOD: Wednesday, March 19, 2014, to Friday, April 18, 2014.
All comments must be postmarked or emailed no later than April 18, 2014.

WHERE TO SEND COMMENTS: Written comments will be accepted via email or at the following street address:

Roger Hernandez, Senior Real Property Agent
County of Los Angeles, Chief Executive Office
222 S. Hill St., 3rd Floor
Los Angeles, CA 90012
email: rhernandez@ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**



7339-004-006

7339-004-018

7339-004-007

W VICTORIA ST

7339-012-011

7339-012-900

Carson

7339-010-015

7339-012-007

7339-012-008

7339-012-009

7339-012-010

7339-012-006

7339-012-005

Subject Property

7339-012-004

7339-012-022

S BROADWAY

7339-012-018

7339-012-017

7339-010-031

Environmental Checklist Form

1. **Project Title:** Acquisition of Vacant Land
2. **Lead Agency:** County of Los Angeles
3. **Contact Person and Address:** Roger Hernandez, 213-974-4208
4. **Project Location:** 18318 Broadway Street, Carson, CA 90248
5. **Project Sponsor's Name and Address:** County of Los Angeles, Chief Executive Office, 222 S. Hill St., 3rd Floor Los Angeles, CA 90012
6. **General Plan Designation:** Heavy Industrial, Manufacturing Heavy Zone, City of Carson
7. **Zoning:** Heavy Industrial
8. **Project Background and Description:** Property is vacant and County of Los Angeles is acquiring property for County purposes to be used by the adjacent County of Los Angeles Animal Control Shelter.
9. **Surrounding Land Uses and Setting:** Commercial, Manufacturing, and Warehousing
10. **Discretionary Approvals:** N/A

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

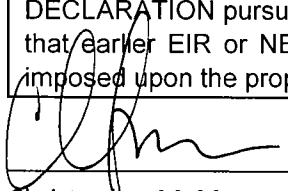
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology and Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Hydrology and Water Quality |
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation and Traffic | <input type="checkbox"/> Utilities and Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION (To be completed by Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
I find that, although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	


Christopher M. Montana
Director of Real Estate

3/19/14
Date

ENVIRONMENTAL IMPACTS. (Explanations for all answers are required):

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
1. AESTHETICS. Would the project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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2. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Conflict with existing zoning for agricultural use, or a Williamson Act contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
d. Result in the loss of forest land or conversion of forest land to a non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Violate any air quality standard or contribute to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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emissions which exceed quantitative thresholds for ozone precursors)?

d. Expose sensitive receptors to substantial pollutant concentrations? ☐ ☐ ☐ ☒

e. Create objectionable odors affecting a substantial number of people? ☐ ☐ ☐ ☒

4. BIOLOGICAL RESOURCES. Would the project:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? ☐ ☐ ☐ ☒

b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? ☐ ☐ ☐ ☒

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. CULTURAL RESOURCES. Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Cause a substantial adverse change in the significance of a historical resource | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---	---	---	----------------------

as defined in CEQA Guidelines Section 15064.5?

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

6. GEOLOGY AND SOILS. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known active fault? Refer to Division of Mines and | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Geology Special Publication 42.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
ii. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

7. GREENHOUSE GAS EMISSIONS. Would the project:

a. Generate greenhouse gas (GHGs) emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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materials into the environment?

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

9. HYDROLOGY AND WATER QUALITY. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Violate any water quality standards or waste discharge requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

10. LAND USE AND PLANNING. Would the project:

a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

11. MINERAL RESOURCES. Would the project:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

12. NOISE. Would the project result in:

a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---	---	---	----------------------

without the project?

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

13. POPULATION AND HOUSING. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

14. PUBLIC SERVICES. Will the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

15. RECREATION.

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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substantial physical deterioration of the facility would occur or be accelerated?

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

16. TRANSPORTATION/TRAFFIC. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

17. UTILITIES AND SERVICE SYSTEMS. Would the project:

a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
significant environmental effects?				
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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h. Other utilities and service systems?

☐☐☐☒

18. MANDATORY FINDINGS OF SIGNIFICANCE.

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

☐☐☐☒

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

☐☐☐☒

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THIS NOTICE WAS POSTED

ON March 19 2014

UNTIL April 18 2014

REGISTRAR - RECORDER/COUNTY CLERK

DATE POSTED - March 19, 2014

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles
Chief Executive Office
2. Address/Phone No. - 222 South Hill Street, 3rd Floor
Los Angeles, California 90012

<u>Agent</u>	<u>Telephone</u>
Roger Hernandez	(213) 974-4208
3. Date Information Form Submitted - March 19, 2014
4. Agency Requiring Information Form - Los Angeles County
Chief Executive Office
Real Estate Division
5. Address of Facility Involved - 18318 Broadway Street
Carson, CA 90248
6. Description of Project- The proposed project is for the County of Los Angeles to acquire a parcel of vacant land totaling approximately 12,962 square feet located at 18318 Broadway Street, Carson, California 90248.
7. Finding for Negative Declaration- It has been determined that this project will not have a significant effect on the environment.

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2 above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con Roger Hernandez, para asistencia en obtener una traduccion a el numero (213) 974-4208.

2014 073398



FILED

Mar 19 2014

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by BRANDIE EVANS

2014 073398



FILED
Mar 19 2014

Deane C. Logan, Registrar - Recorder/County Clerk

Electronically signed by BRANDIE EVANS

NEGATIVE DECLARATION

Department Name: Chief Executive Office
Project: Acquisition of Vacant Land

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project

The proposed project is for the County of Los Angeles to acquire a parcel of vacant land totaling approximately 12,962 square feet located at 18318 Broadway Street, Carson, California 90248.

2. a. Location of Project (map attached)

18318 Broadway Street
Carson, CA 90248

b. Name of Project Proponent

County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated March 19, 2014 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Executive Office and is attached hereto.

5. Mitigation Measures Included in Project

None required.

Date
March 19, 2014

Real Property Agent
Roger Hernandez

Telephone
(213) 974-4208

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

COUNTY OF LOS ANGELES ACQUISITION OF VACANT LAND

NEGATIVE DECLARATION

I. Location and Description of the Project

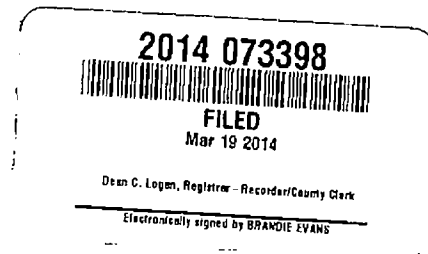
The proposed project is for the County of Los Angeles to acquire a parcel of vacant land totaling approximately 12,962 square feet located at 18318 Broadway Street, Carson, California 90248.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.



2014 073398



FILED

Mar 19 2014

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by BRANDIE EVANS

W VICTORIA ST

7339-012-011

7339-012-010

7339-012-006

7339-012-005

Subject Property

7339-012-022

7339-012-017

Carson

S BROADWAY